

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
FIRE DEPARTMENT**

**PART 1**

**REQUEST FOR QUOTATION  
FOR**

**M4017 REPAIR, WATERPROOF, & WASH  
FIRE STATION #15  
3150 BRIGHTSIDE LANE, BATON ROUGE, LA 70820**

**CITY-PARISH PROJECT: M4017**

**QUOTATION DATE: April 28, 2022**

**QUOTATION TIME: 11:00 A.M., CST**

**QUOTE OF:**

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**(CONTRACTOR'S NAME)**

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**(CONTRACTOR'S LICENSE)**

**INSTRUCTIONS FOR SUBMITTING QUOTATIONS**

1. Submit "PART 1, QUOTATION FORMS" only as your quote.
2. Retain "PART 2, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS" for your records.

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**PART 1  
CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE**

**CONSTRUCTION QUOTATION FORM**

**M4017 REPAIR, WATERPROOF, & WASH  
FIRE STATION #15  
3150 BRIGHTSIDE LANE, BATON ROUGE, LA 70820  
PROJECT TITLE**

**CITY-PARISH PROJECT NO. M4017**

Quotations will be received up to **11:00 a.m. CST, April 28, 2022** by the Purchasing Division, Room 826, 222 St. Louis Street, City Hall Building, Baton Rouge, Louisiana 70802. No proposals will be considered for award after 11:00 a.m. CST.

I (We) hereby agree to furnish all materials, tools, equipment, and labor to perform the work required for the construction of the following project:

**M4017 REPAIR, WATERPROOF, & WASH  
FIRE STATION #15  
3150 BRIGHTSIDE LANE, BATON ROUGE, LA 70820  
PROJECT TITLE**

as set forth in the following documents:

1. Request for Quotation
2. Construction Quotation Form
3. Special Provisions/Technical Specifications
4. Agreement
5. Standard Specifications
6. The following enumerated addenda:\_\_\_

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion or combination of any kind or character with any other person, firm, association or corporation, or any member or official thereof, that he has carefully examined the site of the proposed work, Standard Specifications and Special Provisions above mentioned, and the form of contract and contract bond; that he proposes, and agrees, if this proposal is accepted to provide all necessary machinery, tools, apparatus, and other means of construction and will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed and in accordance with the requirements of the Engineer as therein set forth; and that he hereby proposes to accept as full compensation there for the summation of the quantities of work and material actually incorporated in the complete project, as determined by the Engineer, multiplied by the respective unit prices shown on the schedule of quote items when applicable, or per the lump sum price, herein quote.

The undersigned proposes to perform all extra and force account work that may be required on the basis provided in the specifications, to give such work his personal attention and to secure economical performance.

The undersigned further agrees that the proposal is firm for a period of sixty (60 days) from the opening of quotations and no proposal can be withdrawn for any reason during this period of time.

The undersigned further agrees that within fifteen (15) days after notice that the Parish has been authorized to enter into a contract he will execute the agreement and furnish to the Parish of East Baton Rouge all insurance certificates required by Contract. The Contractor shall also furnish a satisfactory performance and payment bond, said bond to be in an amount equal to the amount of the contract and shall guarantee the faithful performance of the contract for contracts **\$25,000 and greater.**

The undersigned further agrees that the work will begin no later than thirty (30) calendar days after the date of the Notice to Proceed and shall be diligently prosecuted at such rate and in such manner as necessary for the completion of the work within the time specified in the agreement.

If this quotation is valued at \$25,000 and greater, accompanying this proposal is a certified check, cashier's check or a bid bond which represents **Five Percent (5%)** of the amount of the quote, payable to the City of Baton Rouge. If this proposal shall be accepted and the undersigned shall fail to exercise the contract and furnish performance and payment surety bond as provided above, then the bid security shall be forfeited.

Respectfully submitted,

\_\_\_\_\_  
(Signature)

**THE ATTACHED SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, UNINCORPORATED FIRM OR A CORPORATION.**

**THE ATTACHED BID BOND SHEET MUST BE COMPLETED IF A BID BOND, IN LIEU OF A CERTIFIED CHECK OR CASHIERS CHECK, ACCOMPANIES THIS QUOTE.**

**PART 1**  
**CONSTRUCTION QUOTATION FORM**  
**BIDDER'S ORGANIZATION**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM**

**PART 1**  
**CONSTRUCTION QUOTATION FORM**  
**CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_, a Corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_, was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession. This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

**PART 1**  
**CONSTRUCTION QUOTATION FORM**  
**BID BOND**  
**(Required for Bids \$25,000 and greater)**

That we, the undersigned, \_\_\_\_\_,  
as Principal (Bidder), and \_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto the City of Baton Rouge and Parish of East Baton Rouge as  
Owner, in the penal sum of five percent (5%) of the amount bid for the payment of which, well and  
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the  
Owner a certain Bid, attached hereto and hereby made a part hereof to enter into an Agreement in  
writing, for:

**M4017 REPAIR, WATERPROOF, & WASH**  
**FIRE STATION #15**  
**3150 BRIGHTSIDE LANE, BATON ROUGE, LA 70820**  
**Project Title**

**NOW THEREFORE,**

- (a) If said Bid or quotation shall be rejected, or in the alternative,
- (b) If said Bid or quotation shall be accepted and the Principal shall execute and deliver a  
Contract in the Form of Contract attached hereto (properly completed in accordance with said  
Bid) and shall furnish bonds for his faithful performance of said Contract and for furnishing  
materials in connection therewith and shall in all other respects perfect the Agreement created  
by the acceptance of said Bid,

then this obligation shall be void; otherwise the same shall remain in force and effect; it being  
expressly understood and agreed that the liability of the Surety for any and all claims hereunder  
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and  
its bond shall be in no way impaired or affected by any extension of the time within which the  
Owner may accept such Bid; and said Surety does hereby waive notice of any extension.

**IN WITNESS WHEREOF,** Said Principal and Surety have hereunto set their hands and seals, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL (BIDDER)**

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

(Address)

(Address)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Typed Name and Title)

(Typed Name and Title)

**PART 1**  
**QUOTATION FORMS**  
**SCHEDULE OF QUOTE ITEMS**

ITEM	DESCRIPTION & SPECIFICATIONS	QUANTITY	UNIT	UNIT PRICE	TOTAL
0001	<p>Vendor to provide tools, materials, equipment, supplies, labor, and supervision to repair, waterproof, and wash:</p> <p style="padding-left: 40px;">Fire Station #15  3150 Brightside Lane  Baton Rouge, LA 70820</p> <p>per the provisions set forth in this contract.</p> <p style="padding-left: 40px;">Total Labor Cost \$ _____</p> <p style="padding-left: 40px;">Total Materials \$ _____</p> <p style="padding-left: 40px;">Total Job Cost \$ _____</p> <p style="padding-left: 40px;">Guarantee on material (if greater than one year)  _____</p> <p style="padding-left: 40px;">Guarantee for labor (if greater than one year)  _____</p>	1	Total Job Cost	\$ _____	\$ _____



## **PART 1**

### **TECHNICAL SPECIFICATIONS**

**Per the provisions set forth in this contract, the vendor to provide tools, materials, equipment, supplies, labor, and supervision for repair, waterproof, and wash:**

**Fire Station #15  
3150 Brightside Lane  
Baton Rouge, LA 70820**

#### **PERMITS, LICENSES AND AUTHORITY TO BEGIN WORK**

The following criteria must be met before the Contractor begins work:

- Obtain all permits and licenses and pay all fees.
- Receive notice to proceed by City-Parish.

#### **Additional Notes:**

- All work shall be done from 08:00 a.m. to 03:30 p.m
- Contractor will begin work within thirty (30) days of notification of award and complete the project within a two week time frame (assuming no abnormal delays due to weather, natural disaster, etc.). Extensions to contract length must be requested from and only granted by authorized City Parish personnel.

#### **Project Conditions:**

- All work must be coordinated with City Parish personnel.
- It is the responsibility of the contractor to insure the proper environment necessary for the successful completion of the project.
- The contractor shall be responsible for providing lifts/scaffolds, if necessary, for all work.
- The contractor, its subcontractors, and all their employees shall be subject to and shall at all times conform with all rules, regulations, policies and procedures pertaining to the project. Any violations or disregard for rules, regulations, or policies may be cause for immediate termination.
- All personal packages brought onto and/or removed from the job site may be subject to inspection. Firearms and/or explosives shall NOT be brought onto the property. VIOLATORS WILL BE PROSECUTED.
- Before this contract is acceptable and complete, contractor shall clean up and remove from the premises all debris resulting from work.
- Contractor shall warranty all materials and labor for a period of one (1) year from the date of final acceptance

# **PART 1**

## **SPECIFICATIONS**

### **General description**

Furnish all labor, material, tools, equipment, and services in accordance with the provisions set forth in this contract.

### **Roof Repairs**

- Make any necessary repairs to roof to prevent leaking.
- Tighten all screws and replace if needed.
- Coat each fastener head with sealer.
- Apply two coats of roof coating to entire roof.
- Secure all materials lost, stolen, or damaged material is the responsibility of contractor.

### **Windows and Doors**

- Seal all windows and doors by manually or mechanically removing the existing sealant around the perimeter of the window frame.
- Prepare the surface to receive new sealant as to manufacturer's specification.
- Wipe the glass lite and aluminum frame with clean lint free rag and denatured alcohol to promote adhesion of sealant to surface.

### **Stucco Walls**

- After cleaning, seal all control joints, cracks, and wall penetrations.
- Repair or patch any broken or missing areas of stucco back to original shape and contour.
- Apply two coats of elastomeric (or equal) type waterproof coating to all stucco area per the manufacturers specifications depending on material used.(color to be determined by Baton Rouge Fire Department)

### **Cleaning**

- Contractor is responsible for power washing all exterior surfaces
- Protect existing structures, shrubs, and tenant owned personal property during this process, taking caution to keep all entrances free of hazards.
- Remove of any loose coating, dirt and debris.
- All areas shall cleaned with chemicals as necessary to insure proper bond of material.
- Secure all materials; lost, stolen, or damaged material is the responsibility of contractor.

## **PART 1**

### **NOTICE TO BIDDERS**

Electronic or sealed bids will be received by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, City Hall Building, Room 826, 222 Saint Louis Street, 8<sup>th</sup> Floor, Baton Rouge, La. until **11:00 A.M. March 28, 2022** for the following:

#### **M4017 REPAIR, WATERPROFF, WASH FIRE STATION #15**

**A mandatory prebid inspection will be held April 19, 2022 at 10:00 a.m. Only those bidders who participate in the mandatory inspection are eligible to receive an award on this project.**

Official bid documents are available at Central Bidding (<https://www.centralauctionhouse.com/rfpc10656-city-of-baton-rouge.html>) or by request from the City of Baton Rouge at [dsstewart@brla.gov](mailto:dsstewart@brla.gov).

Bids shall be submitted electronically via [www.centralbidding.com](http://www.centralbidding.com) or on the solicitation bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge prior to the bidding deadline.

Electronic bids for the solicitation will be downloaded by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division. Beginning as soon as feasible after the bid closing time all electronic bids will be downloaded and publicly read aloud along with all paper bids received, if any, in Room 806 immediately after the 11:00 a.m. bid closing. Bidders or their authorized representatives are invited to be present.

Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. This Invitation to Bid is available in electronic form at the LaPAC website

<https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.

Bids, amendments to bids or request for withdrawal of bids received after time specified for bid openings shall not be considered for any cause whatsoever.

#### **Inquiries will be received up until 5 pm on April 21, 2022**

Full information may be obtained upon request from the above address or by telephoning Dexter Stewart at (225) 389-3259, Ext. 3264, or via email [dsstewart@brla.gov](mailto:dsstewart@brla.gov).

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

**PART 1**  
**MANDATORY PREBID MEETING / JOB SITE VISIT FORM**

**WHEN:** April 19, 2022  
**TIME:** 10:00 a.m.  
**LOCATION:** Fire Station #15  
3150 Brightside Lane  
Baton Rouge, LA 70820

Project Contact: Jared Robertson  
225-571-1515

A mandatory site visit is required; only those bidders who participate in the site visit are eligible to receive an award on this project.

Bidders must include this signed statement page with their bid.

This signed statement certifies that the Contractor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

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Contractor's Company Name

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Contractor's Representative Signature

---

City Parish Representative Signature

---

Contractor's Representative  
Printed Name / Title

---

City Parish Representative  
Printed Name / Title

**PART 1**  
**INQUIRY PERIOD**  
**M4017 REPAIR, WATERPROOF, & WASH**  
**FIRE STATION #15**  
**3150 BRIGHTSIDE LANE, BATON ROUGE, LA 70820**

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any **written questions** relative thereto. *Without exception*, all questions MUST be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

**All inquiries shall be received by the close of business (5:00 pm. CST) on April 21, 2022.**

**Inquiries and/or questions shall not be considered thereafter.**

Inquiries are to be directed as follows:

Dexter Stewart  
Email: [dssstewart@brla.gov](mailto:dssstewart@brla.gov)

## **PART 2 SPECIAL PROVISIONS**

The Standard Specifications referred to herein are the 1997 City of Baton Rouge, Parish of East Baton Rouge Standard Specifications for Public Works Construction. The Standard Specifications are hereby amended to include the following Special Provisions and where applicable shall take precedence over the aforementioned Standard Specifications. When any part of the Standard Specifications is unaltered by the following Special Provisions, the unaltered provisions of the Standard Specifications shall remain in effect.

Copies of the Standard Specifications may be obtained from the Department of Public Works, Engineering Division, Carolyn Wright, 225 389-3186 or Post Office Box 1471, Baton Rouge, Louisiana 70821.

### **NOTICE TO BIDDERS**

For Individual Bids (Quotations) totaling \$25,000 and greater, the following shall apply:

- a) A bid bond, cashier's check or certified check is required to be submitted with the proposal.
- b) A Performance and Payment Bond will be required for the contract.
- c) The Contract shall be approved by the Metropolitan Council. *(if applicable)*
- d) The Contract shall be recorded with the Recorder of Mortgages.
- e) Retainage shall be withheld until receipt of a clear lien certificate following the 45-day lien period after the Metropolitan Council has approved final acceptance of the Contract.

The above requirements do not apply to individual quotations less than \$25,000.00

### **EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK**

Before preparing his bid, each bidder is expected to make a field examination of the proposed work and to fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. Bidders should thoroughly examine and be familiar with the specifications and contract documents.

Submission of a bid shall be considered prima facie evidence that the bidder has made such an examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the project specifications and documents.

## **PROPOSAL GUARANTY**

Each proposal must be accompanied by a certified check, cashier's check or bid bond acceptable to the City-Parish in an amount equal to at least 5% of the proposal, payable without condition to the City-Parish as a guarantee that the bidder, if awarded the contract, will promptly execute such contract in accordance with the proposal and in a manner and form required by the contract documents and will furnish good and sufficient bond for faithful performance of the same.

When a bid bond is used, it shall be written by a surety company currently qualified to do business in Louisiana and currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies published annually in the Federal Register, or by an insurance company currently qualified to do business in Louisiana with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

## **SURETY BOND**

Prior to execution of the contract, the contractor shall file with the Purchasing Director a surety bond on a form provided or approved by the City Parish. The contractor shall pay all costs therefore.

The bond shall be written by a surety company qualified to do business in Louisiana and on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies published annually in the Federal Register, or by an insurance company qualified to do business in Louisiana with at least an A- rating in the latest printing of A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholders' surplus as shown in A.M. Best's Key Rating Guide.

The bond shall be in effect at 100% of the contract amount until completion of the 1-year warranty period specified and until all claims for materials and labor are paid, subject to local ordinances and state lien laws.

The bond shall be so conditioned as to assure performance by the contractor of all work under said contract within the time limit prescribed in a manner satisfactory to the City-Parish; that materials and workmanship will be free from defects; and that should defects appear prior to completion of the 1-year warranty period specified in Subsection 4-6, the contractor shall make good such defects and make all replacements and adjustments required within a reasonable time after being notified by the Department to do so.

Should any surety become insufficient, the contractor shall renew said bond with good and sufficient sureties within 10 days after receiving notice from the City-Parish.

## **AWARD AND EXECUTION OF CONTRACT**

A total quotation of **\$250,000** and under will be considered a quotation and is not within the purview of the Public Bid Law (LA RS 38:2212 et.seq). It is the City-Parish's intent to obtain fair and competitive quotations. However, the City-Parish specifically reserves the right to evaluate quotations, waive irregularities or informalities not affecting price or quality, to accept the quotation which is in the best interest of the City-Parish, and to reject all quotations if that is in the best interest of the City-Parish.

## PART 2 REQUIREMENTS FOR THIS QUOTE

All contractors bidding on this work shall comply with all provisions of State Licensing Law for Contractor, RS 37:2150-2192, as amended, for all public contacts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. If required for bidding, Contractors must hold an active license issued by the Louisiana State Licensing Board for Contractors and must show their license number on page one (1) of the request for quotation.

In accordance with RS 37:2150-2192, on any bid for a commercial project submitted in the amount of fifty thousand dollars (\$50,000) or more, for **Building Construction and Waterproofing, Coating, Sealing, Concrete/Masonry Repair issued by the Louisiana State Licensing Board for Contractors** or ten thousand dollars (\$10,000) or more for Plumbing, Electrical or Mechanical, and Asbestos, Hazardous Waste, Lead-Based Paint Abatement/Removal, Underground Storage Tanks require a license for projects with a value of one dollar or more the contractor shall certify licensure under R.S. 37:2150-2192 and show the license number where indicated.

1. Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in connection with work hereunder.
2. Contractor shall indemnify City-Parish against any and all liens for which City-Parish owned property may become liable as a result of Contractors work hereunder.
3. Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the City-Parish that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
4. All material and workmanship, as applicable, shall be guaranteed for a minimum of one (1) year, unless provided otherwise by the specification or proposal form. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
5. Before this contract is acceptable and complete, successful bidder shall clean up and remove from the premise all debris resulting from his work, and shall see to it that all the items furnished are left in good order, clean and properly installed.
6. Quotes: unless otherwise specified, a lump sum quote is requested for the work in the specifications.
7. Permits, Licenses and Laws: The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana.
8. The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees or agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City-Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City-Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor, or Contractor's officers, employees, agents or subcontractors.
9. Contractor shall furnish insurance as required on the attached sheet.



## PART 2

### CONTRACTOS AND SUBCONTRACTORS INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below **until** completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$1,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy

Any Auto, or Owned	Combined Single Limit
Non-Owned & Mired	\$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
Post Office Box 1471  
Baton Rouge, Louisiana 70821

## PART 2 ADDITIONAL NOTES

1. This is not an order. It is a request for prices.
2. Prices shall be firm for 60 days unless otherwise stated.
3. Exclude all Federal, state and local taxes on quotes for materials, supplies, equipment, etc.
4. Price must be F.O.B. Baton Rouge, final destination unless otherwise stated.
5. Terms: Net 30 unless otherwise stated.
6. If billing address is different, please indicate.
7. Return this form "NB" if unable to quote
8. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired, an equivalent product may be offered unless the item is designated "No Substitute". The Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
9. If bidding "or equivalent", illustrations, specifications and descriptive literature should be submitted with quote. Samples shall be submitted upon request, if appropriate.
10. It is the City-Parish's intent to obtain fair and competitive quotations. However, the City-Parish specifically reserves the right to evaluate quotations, waive irregularities or informalities not affecting price or quality, award items separately, grouped or on an all or none basis, to accept the quotation which is in the best interest of the City Parish, and to reject all quotations if that is in the best interest of the City-Parish.
11. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDFide>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

## **PART 2**

### **ADDITIONAL INSTRUCTIONS FOR LABOR QUOTATIONS**

1. Contractor must obtain all permits required and possess all license required for the work.
2. Contractor must furnish insurance as shown on attached sheet prior to issuance of purchase order
3. Contractor shall indemnify and hold harmless against any and all liens for which City-Parish property may become liable as a result of Contractor's work hereunder.
4. The City-Parish is exempt from all State and Local sales/use taxes on direct purchases.
5. Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the City-Parish that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
6. All material and workmanship shall be guaranteed for a minimum of one (1) year. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
7. The City-Parish is an equal opportunity employer.
8. Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all records of the Contractor relating to his performance under this contract.

## PART 2 AGREEMENT

This Agreement made and entered into at Baton Rouge, Louisiana, effective this \_\_\_\_ day of \_\_\_\_\_, by and between the **CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE** hereinafter called "Owner", and \_\_\_\_\_, hereinafter called "Contractor".

The Contractor shall perform all work required by the Contract Documents for the construction of:

**M4017 REPAIR, WATERPROOF, & WASH  
FIRE STATION #15  
3150 BRIGHTSIDE LANE, BATON ROUGE, LA 70820  
Project Title**

The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:

1. Invitation for Proposals (\$10,000 to \$161,550)
2. Construction Proposal
3. Special Provisions/Technical Specifications
4. The Construction Drawings
5. The Standard Specifications
6. The following enumerated addenda \_\_\_\_\_

### **CONTRACT TIME**

The entire contract shall be completed in all details and ready for final acceptance within **30 calendar days** after date stipulated in the Notice to Proceed. Time is of the essence of the contract and the Notice to Proceed will be issued promptly. Contract time extensions will only be allowed in accordance with provisions in the Contract Documents.

### **FAILURE TO COMPLETE WORK ON TIME**

Should the Contractor fail to complete the work within the contract time, as extended, liquidated damages in the amount of **Not Applicable** per day, will be assessed Contractor in accordance with the Contract Documents.

### **INTERPRETATIONS OF CONTRACT PROVISIONS**

The interpretations of the provisions of this contract by the Director, Department of Public Works, shall be binding upon both parties hereto.

### **CONTRACT PRICE**

The amount to be paid to the Contractor by the Owner for:

**M4017 REPAIR, WATERPROOF, & WASH  
FIRE STATION #15  
3150 BRIGHTSIDE LANE, BATON ROUGE, LA 70820**

is \$ \_\_\_\_\_ / 100 DOLLARS

Contract price shown is based on the Schedule of Items included in Contractor's Construction Proposal for the project showing approximate quantities and unit prices therefore. The final contract price will be determined by the actual quantities in place at the unit prices set forth in said schedule and any other modifications or changes as mutually agreed upon in writing.

**PAYMENT**

The Owner will make partial or progress payments less applicable retainage, based upon monthly estimates, in accordance with the Contract Documents and subsection 10-6 of the Standard Specifications.

Upon satisfactory completion of the work, the Owner will make a final payment in accordance with provisions of the Contract Documents.

**INSURANCE, INDEMNITY AND LEGAL REGULATIONS**

Insurance, indemnity requirements and legal regulations shall conform to those stated in the Contract Documents.

**RIGHT TO AUDIT**

The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement effective as of the date first written above.

WITNESSES:

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE**

\_\_\_\_\_

By: \_\_\_\_\_

**Sharon Weston Broome**

Title: **Mayor-President**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title)

**PART 2**  
**PERFORMANCE AND PAYMENT BOND**  
**(Required For Contracts \$25,000 and greater)**

That we, the undersigned \_\_\_\_\_ as principal, hereinafter referred to as "Contractor" and \_\_\_\_\_, duly authorized to transact business in the State of Louisiana as surety, are held and firmly bound unto the City of Baton Rouge and Parish of East Baton Rouge, hereinafter referred to as "Owner", in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_)

lawful money of the United States, for the payment of which well and truly to be made, the said principal and the said surety do hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents as follows:

The condition of this obligation is such that whereas, the Contractor by an instrument in writing attached hereto and bearing date of \_\_\_\_\_, 2021 has agreed with said Owner to furnish labor, materials, tools and equipment for **M4017 REPAIR, WATERPROOF, & WASH, FIRE STATION #15, 3150 BRIGHTSIDE LANE, BATON ROUGE, LA 70820** specified in the specifications, proposals, and agreement forming the contract documents thereto attached.

**NOW THEREFORE**, if said Contractor shall well and truly in good, sufficient and workmanship manner, and to the satisfaction of the Owner, perform and complete the work required and shall pay all costs, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to the Owner complete and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to the Owner by reason of any default or neglect of the said Contractor in the performance of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED FURTHER**, That the said surety for value received hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of that contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on the bond and it does hereby waive notice of any change, extension of time, alterations, or addition to the terms of the contract, or the work, or the specifications.

**PROVIDED FURTHER**, That if the Contractor, or his, their, or its subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or any other supplies or materials used or consumed or for any materials or supplies furnished for use by such contractors or his, their, or its subcontractors in performance of the work contract to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest and attorney's fees as provided by law.

**IN WITNESS WHEREOF**, Said Principal and Surety have hereunto set their hands and seals this day of \_\_\_\_\_, 20\_\_\_\_.

(Contractor)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(Typed Name and Title)

**PART 2  
AFFIDAVIT**

**STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

**BEFORE ME**, the undersigned authority, personally came and appeared

\_\_\_\_\_  
who, being duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_

receiving value for services rendered in connection with:

**M4017 REPAIR, WATERPROOF, & WASH  
FIRE STATION #15  
3150 BRIGHTSIDE LANE, BATON ROUGE, LA 70820**

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

\_\_\_\_\_  
Affiant's Signature

**SWORN TO AND SUBSCRIBED** before me, on this \_\_\_\_\_ day of \_\_\_\_ 2022.

Baton Rouge, Louisiana.

\_\_\_\_\_  
**NOTARY PUBLIC**